



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

Clerk of Council Department

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 4:15 p.m., March 7, 2016, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Moody

Approval of Minutes: February 23, 2016

- a.) Request authorization of the Lease Agreement between Guy McSweeney or his assigns and the City of Charleston, whereby Mr. McSweeney will make certain improvements to build and lease to the City a fire station including a building with related parking, driveway access, and required utilities (TMS: portion of 263-00-01-062; Highway 98, Berkeley County)
- b.) Request approval of the Resolution allowing adjustments be made by the Mayor in consult with Corporation Counsel, to allow more time to finalize the City's building plan review and approval process and adjust the closing date if such adjustments are deemed necessary to protect the City's interest (TMS: a portion of 460-00-00-013; 99 WestEdge, a portion of 180 Lockwood)
- c.) Request approval to transfer the sanitary sewer system located at Freedom Park to the Commissioners of Public Works of the City of Charleston in the amount of \$8,004.15 (TMS: 275-00-00-199; Freedom Park, Barfield Street)
- d.) Consider the following annexation:
 - (i) Cooper Judge Lane (TMS# 427-00-00-078; 427-00-00-079) 3.74 acres, James Island (District 6)
 - (ii) 115 Carriage Hill Place (TMS# 269-01-05-159) 0.18 acre, Cainhoj (District 1)
 - (iii) 2476 Flamingo Drive (TMS# 310-02-00-126) 0.25 acre, West Ashley (District 2)
 - (iv) 2482 Flamingo Drive (TMS# 310-02-00-127) 0.25 acre, West Ashley (District 2)

COMMITTEE ON REAL ESTATE

February 23, 2016

A meeting of the Committee on Real Estate was held this date beginning at 4:30 pm at City Hall, 80 Broad Street, First Floor Conference Room.

PRESENT

Councilmember White, Chair, Councilmembers Waring and Moody and Mayor Tecklenburg. **Staff:** Adelaide Andrews, Deputy Corporation Counsel, and Christopher Morgan, Director of Planning

The meeting was opened with a moment of silence by the Chair.

APPROVAL OF MINUTES

On motion of Councilmember Moody, seconded by Mayor Tecklenburg, the Committee voted unanimously to approve the minutes of the February 9, 2016 meeting.

CONSIDER THE FOLLOWING ANNEXATION:

1827 Mepkin Road (TMS# 353-14-00-183) 0.18 acre, West Ashley (District 2)

Mr. Morgan stated it's a single-family residence in West Ashley.

On the motion of Councilmember Moody, seconded by Councilmember Waring, the Committee voted unanimously to approve the annexation listed above.

There being no further business, the meeting was adjourned at 4:30p.m.

Techina Jacques
Clerk of Council's Office

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: March 8, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Highway 98, Berkeley County

TMS: Portion of 263-00-01-062

Action Request: Request authorization of the Lease Agreement between Guy McSweeney or his assigns: and the City of Charleston, whereby Mr. McSweeney will make certain improvements to build and lease to the City a fire station including a building with related parking, driveway access, and required utilities

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Frances Cantwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved?* Yes ☒ No ☐

If approved, provide the following: Dept/Div. 210000 Acct: 52510

Balance in Account \$36,000 Amount needed for this item \$36,000

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: March 8, 2016
FROM: Colleen Carducci DEPT: BFRC
ADDRESS: Highway 98, Berkeley County
TMS: Portion of 263-00-01-062

Request authorization of the Lease Agreement between Guy McSweeney
or his assigns and the City of Charleston, whereby
Mr. McSweeney will make certain improvements to build and
lease to the City a fire station including a building with related
ACTION REQUEST: parking, driveway access, and required utilities

ACTION: What action is being taken on the Property mentioned?

<input type="checkbox"/>	ACQUISITION	Seller (Property Owner) _____	Purchaser _____
<input type="checkbox"/>	DONATION/TRANSFER	Transferred By: _____	
<input type="checkbox"/>	FORECLOSURE	Terms: _____	
<input type="checkbox"/>	PURCHASE	Terms: _____	
<input type="checkbox"/>	CONDEMNATION	Terms: _____	
<input type="checkbox"/>	OTHER	Terms: _____	

<input type="checkbox"/>	SALE	Seller (Property Owner) _____	Purchaser _____
<input type="checkbox"/>	NON-PROFIT ORG, <i>please name</i>	_____	
	Terms:	_____	
<input type="checkbox"/>	OTHER	Terms: _____	

<input type="checkbox"/>	EASEMENT	Grantor (Property Owner) _____	Grantee _____
<input type="checkbox"/>	PERMANENT	Terms: _____	
<input type="checkbox"/>	TEMPORARY	_____	

COMMERCIAL REAL ESTATE FORM

Terms: _____



LEASE

Lessor:

Guy McSweeney
or his assigns

Lessee:

City of Charleston



INITIAL

The City agrees to pay Guy McSweeney as rent the sum of \$4,500.00 per month. The term of the Lease shall be for a period of three (3) years with the option to renew for three (3) additional 1-year terms.

Terms: _____



RENEWAL

Terms: _____



AMENDMENT

Terms: _____



Improvement of Property

Owner: _____

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes



No



N/A



Results: _____

Signature:

has seen/approved

Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into this ____ day of _____, 2016 by and between Guy P. McSweeney or his assigns (the "Landlord"), and City of Charleston, South Carolina (the "Tenant").

WITNESSETH

WHEREAS, the Landlord is the owner of the real property located on Highway 98 in the County of Berkeley, State of South Carolina, bearing Tax Map Number 263-00-01-062, and more particularly described in Exhibit A, attached hereto and incorporated by reference herein ("**Property**"); and

WHEREAS, the Tenant requires a temporary location from which to provide emergency fire response to the area of the City near the Property until such time it completes a new permanent fire station on Clements Ferry Road; and

WHEREAS, the Landlord has agreed to make certain improvements to a portion of the Property, to include a building with related parking, driveway access and required utilities to enable the Tenant to provide emergency fire response (the "Landlord Improvements"); and

WHEREAS, the Tenant desires to Lease such portion of the Property with the Landlord Improvements to provide a location from which it can serve the area of the City near the Property with emergency fire response.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Tenant and Landlord hereinafter set forth, and intending to be legally bound, the Tenant and Landlord hereby agree as follows:

Witnesseth

For and in consideration of the following covenants and agreements, Landlord and Tenant, for themselves and their respective successors and permitted assigns, do hereby agree as follows:

A. LEASED PROPERTY

The Landlord does hereby lease, demise and let unto Tenant, and Tenant does hereby rent, lease and accept from the Landlord, the following described property (the "Premises") for the purpose of providing emergency fire response operations:

A portion of that certain real property known generally as a portion of TMS number 263-00-01-062, in the County of Berkeley, State of South Carolina, in the approximate location as indicated on Exhibit B. Notwithstanding the foregoing, the parties recognize that the site and building plans for the Landlord Improvements are not yet completely designed to allow for a final site plan to be prepared of the footprint of the Premises. When the Landlord Improvements are fully designed, Exhibit B shall be replaced with a final Exhibit B delineating the Premises based on the final site and building plans approved in writing by the City for the Landlord Improvements, and this Lease shall be deemed to have been amended as necessary to accomplish the same.

B. Improvements:

- a) Landlord shall construct, or cause to be constructed on the Premises a building for use as a fire station, along with related parking, driveway access and required utilities (the "Landlord Improvements"). The Landlord Improvements shall be constructed in

accordance with plans and specifications approved, in written, by the City. The approved plans and specifications shall be attached hereto as Exhibit C. All of the items described in this paragraph, in addition to any other matters delineated on Exhibit "C" shall constitute the Landlord's Improvements.

- b) Any additional work beyond the Landlord's Improvements specified in Exhibit "C" is the responsibility of the Tenant.
- c) The Premises and Landlord Improvements shall be deemed substantially completed on the date of Landlord's receipt of a Certificate of Occupancy therefore from Berkeley County. Landlord, with the cooperation of Tenant, shall obtain the final Certificate of Occupancy as soon as reasonably practical, subject to section B below.
- d) All Landlord Improvements shall remain the property of Landlord. All furniture, fixtures and equipment installed by the Tenant shall remain property of the Tenant and shall be removed by the Tenant prior to expiration or earlier termination of this Lease.

C. Term and Delivery of the Premises and Landlord Improvements: The initial term of the Lease shall be for a period of three (3) years, commencing upon the issuance of the Certificate of Occupancy for both the Premises and the Landlord Improvements. The parties shall memorialize the commencement of the term by written acknowledgment signed by each setting out the commencement date and attaching thereto the Certificate or Certificates, if necessary, of Occupancy for the Premises and Landlord Improvements. In the event Landlord has not secured a building permit and commenced construction by June 1, 2016 (the "Start Date") or a Certificate(s) of Occupancy has not been issued for the Premises and Landlord Improvements, for any reason, by December 31, 2016 (the "Completion Date"), Tenant shall have the option to terminate this Lease effective immediately; provided however, Landlord shall have the option to request one thirty day extension of the Start Date and Completion Date, which extension(s) may be approved by the Mayor upon Landlord demonstrating reasonable due diligence to start or complete the Landlord Improvements, as applicable.

D. Option to Renew: Tenant shall have the option to renew this Lease upon the same terms and conditions as set forth herein for three (3) additional 1- year terms provided all rents and obligations are kept current and Tenant is not in default of the Lease. Tenant may exercise this option by delivery of notice in writing to Landlord at least ninety (90) days prior to the end of the initial term of the Lease or any renewal term. Monthly rent during the Term and any renewal period shall increase annually by three (3%) percent over the prior years' rent.

E.. Covenants and Conditions of Lease: This Lease is made subject to the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. Rent: Tenant agrees to pay Landlord as rent the sum of Four Thousand Five Hundred \$4,500.00 per month, beginning upon the issuance of the Certificate(s) of Occupancy for the Premises and the Landlord Improvements. Rent is subject to a 3% increase every 12-month period during the term or any renewal term.

Rent shall be payable monthly, in advance, to the office of the Landlord at the following address: P.O. Box 249, Huger, South Carolina, 29450. Rent is due on the 1st day of each month. In the event Tenant shall fail to pay said rent, or any other amounts required to be paid by Tenant under the terms of the Lease, on the due date or within fifteen (15) days thereafter, a late charge of one and one-half (1.5%) percent of the amount due, compounded monthly, shall be added to the rent and paid to the Landlord for each such late payment and the same shall be treated as additional rent.

2. Use: Tenant shall use the Premises and Landlord Improvements for the purpose of operating a fire station that will serve the surrounding area. The Premises and Landlord Improvements shall not be used for any other purposes without the expressed, prior written approval of the Landlord. Tenant

shall, at all times during the term of this Lease, be in full compliance with any and all federal, state and local government rules and regulations, ordinances and similar provisions having the force and effect of law, including, but not limited to Occupational Safety Hazard Administration (OSHA), Environmental Protection Agency (EPA), State of South Carolina Department of Health and Environmental Control (DHEC), National Electric Codes and the like which are or would be applicable to the use of the Premises and Landlord Improvements.

3. Landlord Insurance: Landlord shall keep in full force and effect, at Landlord's expense, public liability insurance coverage on the Premises of not less than \$ 500,000 during the term of this Lease. Tenant shall not carry any stock or goods or do anything in or about the Premises which will in any way restrict or invalidate any insurance coverage of the Premises. Landlord shall cause the Tenant to be named as an additional insured on said public liability insurance policy.
4. Tenant Insurance: Tenant shall keep in full force and effect, at Tenant's expense, property and casualty insurance for the full replacement value of the Landlord Improvements, as well as any trade fixtures, and personal property. Landlord shall be named as a Loss Payee on the Building Property Insurance coverage. Tenant shall keep in full force and effect and maintain a public liability policy under which Tenant shall be insured with minimum coverages of \$300,000 per person, per occurrence, and \$600,000.00, in the aggregate per occurrence for bodily injury or damage, and \$100,000 per occurrence for property damage. A certificate of insurance evidencing insurance required by this paragraph shall be deposited with Landlord within thirty (30) days after the commencement of the Lease.
5. Condition of the Premises: Landlord shall deliver the Premises in accordance with City approved Plans and Specifications for the Landlord Improvements. Landlord shall ensure delivery of the Premises and Landlord Improvements with all equipment, lights, doors and utilities, and all other components in good working order. Notwithstanding anything herein to the contrary, the Landlord's expense for the roll-up doors shall be capped at \$3,000 per door. Any costs for the doors in excess of this amount shall be the responsibility of the Tenant. The doors shall be approved by the Tenant and installed by the vendor of the Tenant's choosing. After installation of the doors, the Tenant shall be solely responsible for their upkeep and maintenance.
6. Alteration of the Building and Installation of Fixtures and Other Appurtenances: (A) Tenant may, with the prior written consent of Landlord, but not otherwise, at Tenant's own cost and expense and in a good and workmanlike manner, make such alterations and repairs in the building as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the Premises or Landlord Improvements. Tenant shall have the right, without the permission of Landlord, to install equipment, electrical fixtures, additional lights and wiring and other trade appliances necessary to conduct its fire safety operations. Any alterations or improvements to the Premises or Landlord Improvements, including but not limited to all furniture, fixtures, and equipment shall, at the option of the Tenant, remain the property of the Tenant, and may be removed by Tenant at any time; provided, that all covenants, including the payment of rent, due hereunder to Landlord shall have been complied with and paid. At the expiration or sooner termination of this Lease, or any extension thereof, Tenant shall remove said fire station components, and repair, in good and workmanlike manner, all damage done to the Premises as a result of such removal. Tenant shall not exercise the right and privilege granted by this paragraph 6 in such manner as would damage or affect the structural qualities of the building.
7. Repair and Care of Building by Tenant: Tenant shall, throughout the term of this Lease and any renewals thereof, at its own expense, maintain the Premises and Landlord Improvements in good order and repair, except for those repairs expressly required to be made by Landlord. Tenant shall be responsible for changing the HVAC filter monthly at Tenant's expense. Tenant shall be responsible

for the upkeep and maintenance of the roll-up doors. Tenant shall maintain pest control. Tenant agrees to return the Premises and Landlord Improvements to Landlord at the expiration or prior termination of the Lease in the condition as when delivered, normal wear and tear accepted.

8. Repair and Care of Building by Landlord: Landlord shall keep, maintain, repair and replace the roof, HVAC system, exterior walls and plumbing and electrical components of the Premises and Landlord Improvements in good repair (excluding equipment and fixtures installed by Tenant). Landlord shall be responsible for all required repairs and replacements of the said equipment, and components including cost of installation, unless such repairs are required as a result of the willful acts or negligence of the Tenant, its agents, invitees. Tenant shall promptly report in writing to Landlord any defective condition for which Landlord is responsible.
9. Tenant shall be responsible for all exterior landscape maintenance.
10. Payment of Property Taxes: Landlord shall pay the real estate taxes on the Property and shall invoice the Tenant, as additional rent, the Tenant's pro-rated share based on the percentage of the Premise square footage to the Property square footage, but in no event shall the Tenant's share be greater than 25% of the real estate tax.
11. Subordination of Lease: Recordation of Memorandum: Tenant agrees upon request of Landlord to subordinate this Lease and its rights hereunder to the lien of any mortgage, deed of trust or other voluntary hypothecation arising out of any security instrument duly executed by Landlord charged against the land, building and Premises and Landlord Improvements, or any portion or portions thereof, and to execute at any time and from time to time such documents as may be required to effectuate such subordination provided such subordination contains a provision requiring that the holder thereof shall not take any action to interfere with the Tenant's quiet enjoyment of the Premises and Landlord Improvements during the Lease if the Tenant is not in default of any terms and/or conditions of the Lease. Landlord represents and warrants that the Property is now owned free and clear of all liens and encumbrances. Should the Premises ever be encumbered by a mortgage, deed or trust or other voluntary hypothecation, within 30 days after the effective date thereof, Landlord shall provide the Tenant with the recording information and cause Landlord's Mortgagee to execute and deliver to Tenant a Subordination, Non-disturbance and Attornment Agreement ("SNDA") on the form attached hereto as Exhibit D and incorporated herein by reference (the "SNDA"). If the SNDA is not executed and delivered by such date, Tenant shall have the right to terminate this Lease by providing written notice of such termination to Landlord.

Tenant shall be entitled, at any time after the execution of this Lease to record a Memorandum of Lease substantially on the form attached hereto as Exhibit E, and Landlord shall, at Tenant's request, join with Tenant in the execution thereof in recordable form.

12. Condemnation: If the Premises or Landlord Improvements shall be taken by any public authority under the power of eminent domain, this Lease shall terminate as of the day possession shall be taken by such public authority, and Tenant shall pay all rent and other sums due hereunder up to that date with an appropriate refund by Landlord of such amounts thereof as shall have been paid in advance for any period subsequent to the date of the taking. If any portion less than the full gross area of the Premises shall be so taken, and such taking materially interferes with the Tenant's use and enjoyment of the Premises or Landlord Improvements, in the sole opinion of the Tenant, then the Tenant shall have the right to terminate this Lease. Tenant shall pay all rent and other sums due hereunder up to that date with an appropriate refund by Landlord of such amounts thereof as may have been paid in advance for any period subsequent to the date of taking. In the event that Tenant remains in possession and Tenant does not so terminate, all of the terms herein provided shall continue in effect, except that the rent shall be equitably abated and thereafter apportioned on the basis of the amount of

the Premises taken. Landlord shall make all necessary repairs or alterations to the Premises and Landlord Improvements to accommodate Tenant's continued occupancy for the purposes permitted by the Lease; provided however, in no instance shall Landlord be required to expend an amount in excess of the amount received by Landlord as damages for the part of the Premises or Landlord Improvements so taken, less any amount paid to Landlord's mortgagee from such award. Landlord shall not be entitled to any portion of any award made for loss of Tenant improvements (including the Tenant's Improvements), or for Tenant's business or depreciation of and cost for removal of property and fixtures. Tenant shall be entitled to make direct claim for such items.

13. **Erection and Removal of Signs:** Tenant may place suitable signs on the Premises or Landlord Improvements for the purpose of indicating the nature of the business carried on by Tenant in the Premises. The signs shall not damage the Premises or Landlord Improvements in any manner.
14. **Glass Breakage and Vandalism:** Tenant agrees to immediately replace all broken or damaged glass with glass of a comparable quality and characteristics which meets applicable building code requirements. Tenant shall make any repairs or replacements caused by vandalism to the Premise or Landlord Improvements, or any part thereof, if any, to the extent Tenant's property and casualty insurance proceeds to repair or replace such damage are insufficient to cover the cost thereof.
15. **Right of Entry by Landlord:** Tenant, at any time during this Lease, shall permit inspection of the Premises and Landlord Improvements by Landlord or Landlord's agent or representatives, during reasonable business hours with 24-hour advance notice to the Tenant, for the purpose of ascertaining the condition of the Premises and Landlord Improvements, and in order for the Landlord to make repairs as may be required to be made by Landlord under the terms of the Lease. Ninety (90) days prior to the expiration of this Lease, Landlord may post suitable notice on the Premises that the same are "for rent" and may show the Premises and Landlord Improvements to prospective tenants at reasonable times.
16. **Payment of Utilities and Services:** Provided the utilities are separately metered, Tenant shall contract for and pay all charges for cable, gas and, electricity used on the Premises. Tenant is also responsible for any and all user fees and/or other expenses relating to such garbage and debris attributable to Tenant and Tenant agrees to pay the same within fifteen (15) days after receiving notice from Landlord of the amount due. Water and sewer utilities shall be provided by the Landlord and as part of Common Area Maintenance. The Tenant shall be responsible for payment of 25% of the cost of providing Common Area Maintenance expenses of the Property or \$75.00, per month, whichever is less.
17. **Assignment and Subletting:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily by operation of law, and neither all nor any part of the Premises or Landlord Improvements shall be sublet by Tenant without the written consent of Landlord, which consent shall not be unreasonably withheld.
18. **Damage or Destruction of Premises:** If during this Lease Premises or Landlord Improvements, or any part thereof, shall be damaged or destroyed by fire or other casualty of any kind or nature, Landlord shall proceed within sixty (60) days after the first date of such damage or destruction, with due diligence, to repair, replace or rebuild the Premises and Landlord Improvements as nearly as possible to the condition, character and purpose immediately prior to such damage (the "Restoration Work"). During the period of Restoration Work, rent shall abate unless the Restoration Work is due to Tenant's negligence or Tenant's breach of this Lease. Notwithstanding the foregoing, if applicable zoning or other laws or regulations prevent the rebuilding of the Premises or Landlord Improvements in a manner that would allow them to be used in the same manner as they were used prior to the applicable casualty, and if neither party is able to obtain a variance, special exception or

other suitable resolution, then the parties will reasonably cooperate to rebuild the Premises and Landlord Improvements, using all available casualty insurance proceeds, to rebuild the Premises and Landlord Improvements in a manner consistent with Tenant's uses as permitted herein.

Landlord recognizes and acknowledges that the Tenant may make Tenant Improvements, which will result in a significant expenditure on its part. In light of this circumstance, if as a result of fire or other casualty occurring at any time during the term of this Lease the Premises or Landlord Improvements are destroyed or damaged, in whole or in part, then Tenant shall have the right, at its election, to terminate this Lease by giving Landlord written notice of termination within sixty (60) days after the date on which such damage or destruction occurs, with said termination being effective on the last day of the month following the month in which Tenant gives Landlord notice of its election to so terminate. Insurance proceeds shall be allocated between the Landlord and Tenant based on the ratio of improvement costs each incurred in constructing and improving their respective improvements.

19. **Surrender of the Premises:** Tenant agrees to deliver all keys and to surrender the Premises and Landlord Improvements at the expiration or sooner termination of this Lease, or any extension thereof, and to broom clean the floors to be the same condition as when the Premises and Landlord Improvements were delivered to Tenant, ordinary wear and tear excepted. Tenant agrees to pay the cleaning charge should it be necessary for Landlord to restore the Premises or Landlord Improvements to such condition, in addition to the cost to repair any damages caused by Tenant in the removal of its property from the Premises or Landlord Improvements
21. **Right of First Refusal:** Tenant is hereby accorded a right of first refusal to purchase the Premises and Landlord Improvements for the duration of the term of this Lease. Should the Tenant exercise its right of first refusal, written acceptance must be received by Landlord within 30 days of notice. The purchase price shall be the price offered by a third party, less the any costs thereof attributable to any improvements made by the Tenant, depreciated over 20 years from the date of installation. If written notice of election to exercise the right of first refusal is not received by Landlord by 5PM (Eastern Time) on the 30th day, Tenant's rights under this paragraph shall expire and be of no force of effect.
22. **Waiver of Covenants:** It is agreed that the waiving of any of the covenants of this Lease by either party shall not be deemed to waive any other breaches of such covenant or any provision herein contained.
23. **Default:** If Tenant shall default in the fulfillment of any of the covenants and conditions hereof except default in payment of rent, Landlord may, at its option, after thirty (30) days prior notice to Tenant, make performance for Tenant and for that purpose advance such amounts as may be necessary, and any amounts so advanced or any reasonable expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with any covenant, obligation, or provision of the Lease shall be deemed to be additional rent and shall be due and payable to Landlord on demand. The acceptance by Landlord of any installment of fixed rent or of any additional rent hereunder shall not be a waiver of any other rent then due. If Tenant shall default in fulfillment of any of the covenants or conditions of the Lease, other than the covenants for the payment of rent or other amounts and any such default shall continue for a period of thirty (30) days after notice, or if incapable of being cured in thirty (30) days, Tenant is not diligently pursuing cure, then Landlord may, at its option, terminate the Lease by giving Tenant notice of such termination and, thereupon, Tenant shall immediately quit and surrender the Premises.
24. **Default in Rent, Insolvency of Tenant:** If Tenant shall default in the payment of the rent provided for herein, and any such default shall continue for a period of thirty (30) days after written notice to Tenant, Landlord may, in addition to any other remedy provided by law or permitted herein, at its option, enter and relet the Premises, and apply any moneys collected to the rent due hereunder and

any other charges or moneys due to Landlord. Tenant shall remain liable for deficiency in rental which shall be paid upon demand therefore to Landlord.

25. Landlord Default: The failure of the Landlord to any perform covenant, obligation or provision of this Lease shall entitle Tenant, after fifteen (15) days written notice, to, at Tenant's option, terminate this Lease or perform on behalf of the Landlord. Costs of such performance shall be remitted to Tenant on demand, and if not so paid, Tenant shall have the right to withhold rent until its costs have been recouped, in addition to any other remedy as allowed by law or equity.
26. Enforcement: In the event either party institutes legal proceedings to enforce the terms of this Lease, the prevailing party in such litigation shall be entitled to recover from the other the costs and expenses incident thereto including reasonable attorneys' fees.
27. Rights of Successors and Assigns: The covenants and agreements contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, and permitted assigns, except as expressly otherwise hereinbefore provided.
28. Notices: It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder or for all purposes of billing, processing, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient if given by a communication in writing by United States Mail, first class, postage prepaid, and addressed as follows:

To the Landlord at the following address:

Guy P. McSweeney
P. O. Box 249
Huger, South Carolina 29450

With a copy to:

Dennis E. O'Neill, Esq.
1473 Stuart Engels Boulevard
Mount Pleasant, Sout Carolina 29464

To the Tenant at the following address:

City of Charleston Office of Corporation Counsel
50 Broad Street
Charleston, SC 29401

With a copy to:

Real Estate Management, City of Charleston
PO BOX 304
Charleston, SC 29402

29. Exhibits: All exhibits to this Lease are incorporated by reference.
 - Exhibit A: Property
 - Exhibit B: Premises
 - Exhibit C: Final Plans and Specifications for Landlord Improvements
 - Exhibit D: Subordination, Non-disturbance and Attornment Agreement
 - Exhibit E: Memorandum of Lease and Right of First Refusal

30. Landlord Representations and Warranties: Landlord represents and warrants to Tenant, to the best of its knowledge, as follows:

- a. Landlord is a limited liability company duly organized and existing under the laws of the

State of South Carolina, by proper action duly authorized to execute and deliver this Lease, to enter into the transactions contemplated hereby and to carry out its obligations hereunder.

- b. Landlord is, as of the commencement of the Lease Term, vested with good and marketable fee simple title to the Premises, subject only to the Landlord's Mortgage.
- c. Landlord represents and warrants to Tenant that to the best knowledge of Landlord:
 - i. Landlord, and the Property and Premises, are in compliance in all material respects with all existing Environmental Laws (as hereinafter defined);
 - ii. There are no present or past Environmental Conditions (as hereinafter defined) or violations of any existing Environmental Law in any way relating to Landlord or the Property or Premises that is likely to lead to the imposition of any liability or that Landlord should reasonably expect would give rise to any civil or criminal litigation, suit, action, claim, proceeding or investigation by any person, including any Governmental Authority (as hereinafter defined);
 - iii. There are no aboveground or underground waste disposal units, including landfills, surface impoundments, pits, ponds or lagoons, whether or not in use or formerly used and still containing Contaminants (as hereinafter defined), or any underground storage tanks, or subsurface disposal systems, including injection wells, dry wells, leach field or septic systems on the Property or Premises.
 - iv. There is no pending or threatened civil or criminal litigation or suit, action, claim, proceeding or investigation by any person, including any Governmental Authority, or written notice of violation of, or formal administrative proceedings relating to, any existing Environmental Condition, including asbestos and asbestos containing materials.

"Contaminants" shall mean Hazardous Substance as defined in Subsection 1(c) above and any material, pollutant, substance or waste which is defined in, regulated by or subject to any Environmental Law, including asbestos and asbestos containing material.

"Environmental Conditions" shall mean the ambient state of (1) the surface, sub-surface, soil, air, surface waters, including streams, channels, marshes and wetlands, groundwater, wastewater, leachate and run-on and run-off of precipitation beneath, interior or exterior to any building or improvement; (2) any and all structures above and below ground, improvements, appurtenances, pipes, pumps valves, fittings, tanks, vessels and containers; and (3) any and all systems for the collection, treatment, storage or disposal of Contaminants.

"Environmental Laws" shall mean all federal, state and local statutes, regulations and ordinances relating to the protection or pollution of the environment or community health and safety, including the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, South Carolina Pollution Control Act and any similar or analogous statutes, regulations, ordinances and decisional law of any Governmental Authority, as now exists.

"Governmental Authority" shall mean any governmental department, commission, board, bureau, agency, court or other instrumentality of the United States, State of South Carolina or local governing body.

31. Special Stipulations: None

32. Governing Law: This Lease shall be governed by the laws of the State of South Carolina.

33. Contingency: This Lease is contingent on approval by the City Council of Charleston and upon Landlord securing the approval of South Carolina Electric and Gas Company to the use of its easement area on the Property for the purpose in ingress and egress by Tenant to the Premises.

In Witness whereof, the parties hereto have caused these presents to be executed as of the day and year first

above written.

Witnesses:

Witnesses:

Landlord:

Guy P. McSweeney

By:

Name:

Its:

Date:

Tenant:

City of Charleston

By:

Name:

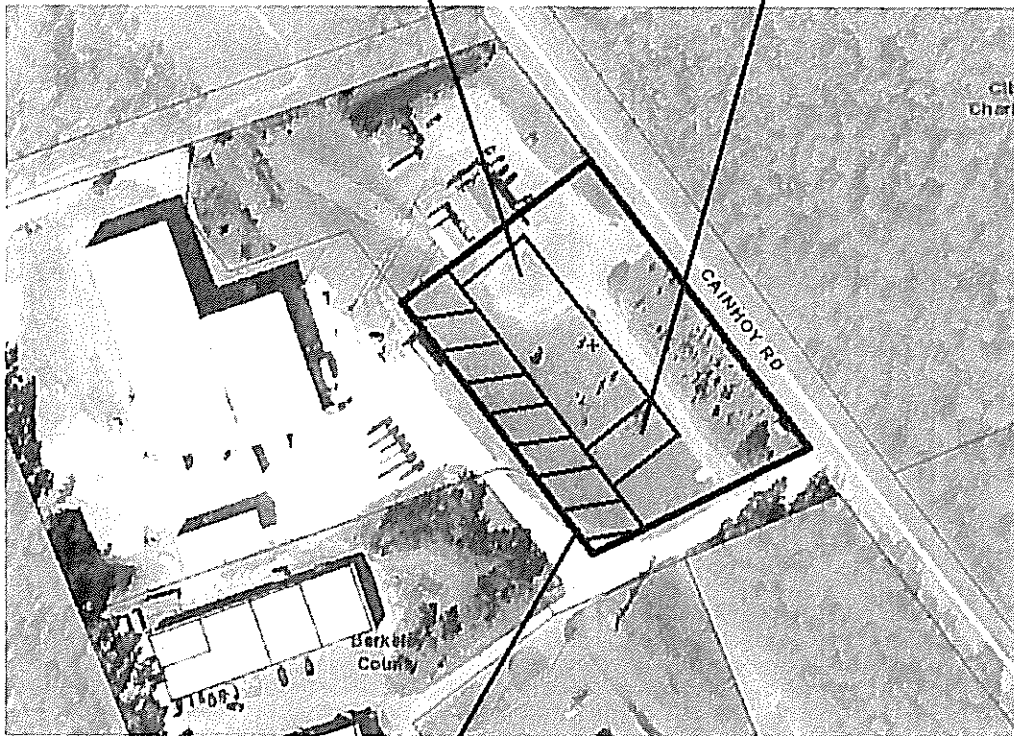
Its:

Date:

Exhibit A
Berkeley County
TMS: 263-00-01-062

**Phase 2, 110' X 280' (approx.)
continued off Fire Station**

**Phase 1, Fire Station,
40' X 100"**



**SCE&G Easement, 80' X
400' (approx)**

Exhibit "B"

80' SCE&G Easement

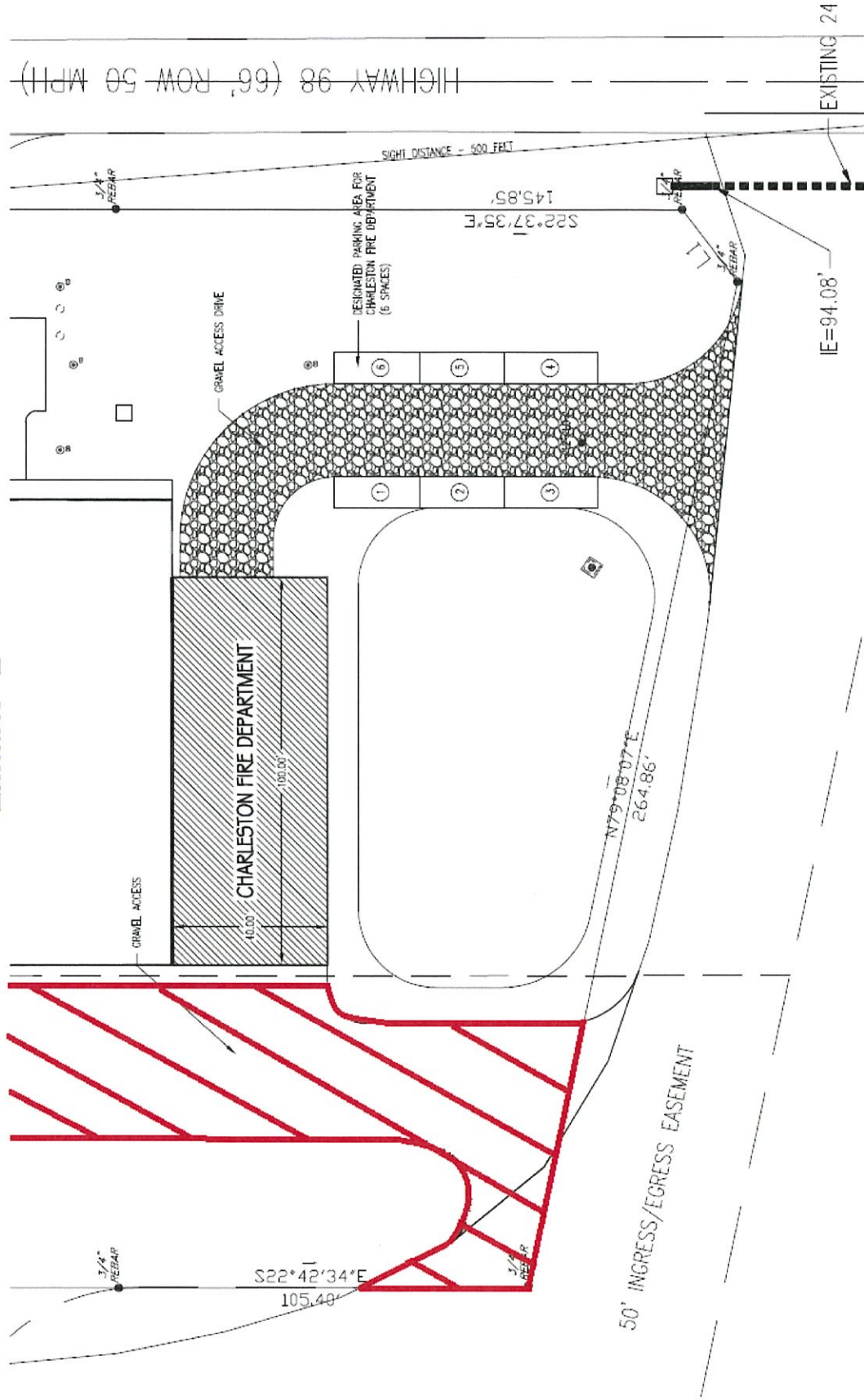
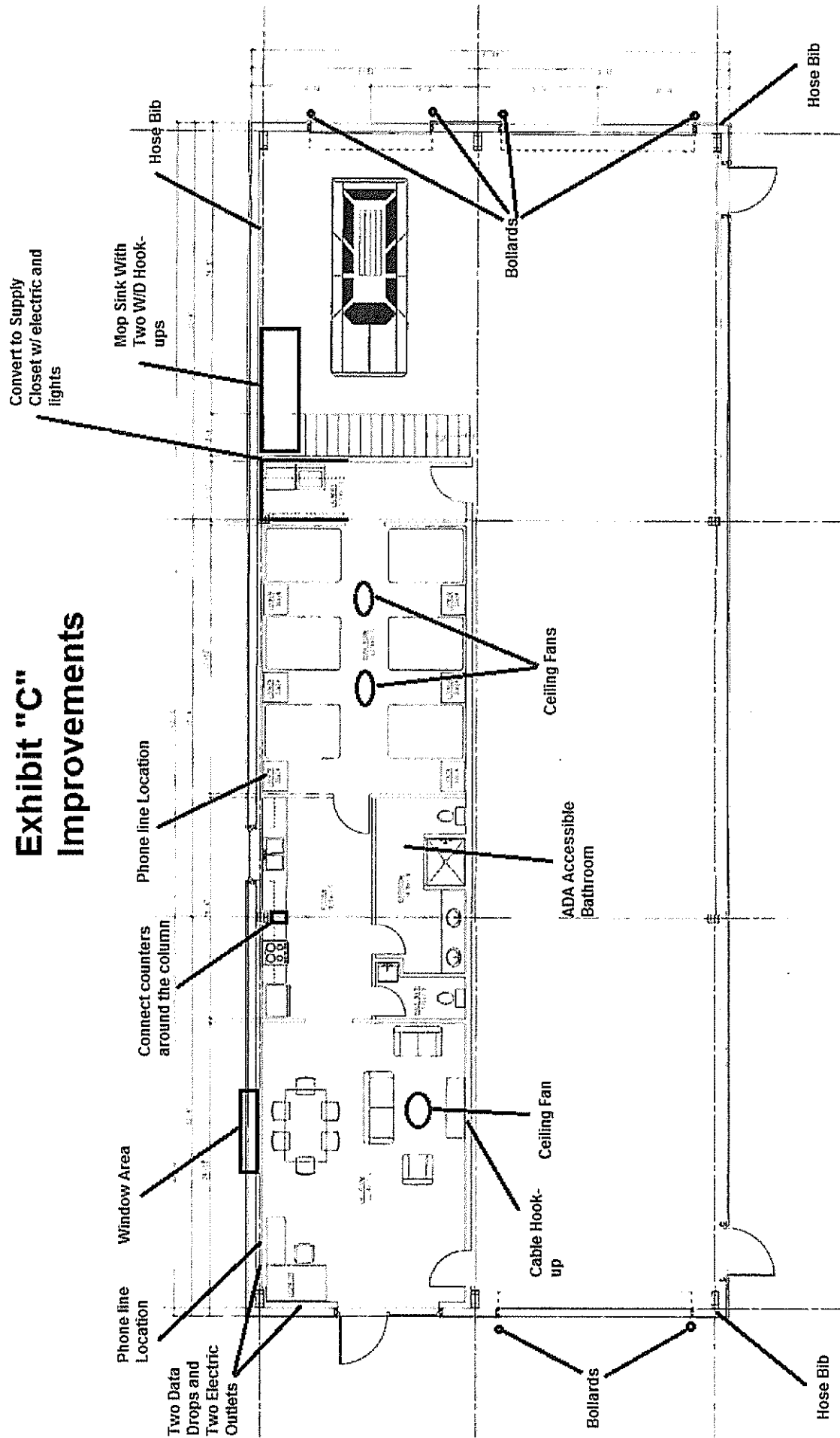


Exhibit "C" Improvements



All final plans and specifications to be approved by the Tenant/City.

Landlord responsibilities (outside of the building):

- Driveway must be hard packed and smooth. At least an 8" SABC that is appropriately compacted.
- Landlord responsible for maintaining both driveways including the one located within an SCE&G easement and indicated on the Siteplan.
- A total of 12 vehicular parking spaces will be required in order to accommodate shift changes.
- Concrete pad installed outside the building for generator, as indicated on the Siteplan.
- City to provide and install generator. City will provide landlord with specs for the generator pad.
- Install three hose bibs as indicated on the Floorplan.
- Landlord will install bollards on each side of each bay door, per code, as indicated on the Floorplan.
- The retention pond is not part of the City's Premises.

Landlord responsibilities (within the building):

- The two doors between the apparatus bay and the living quarters need to swing into the bay instead of the living quarters.
- The larger of the two bathrooms shall be ADA accessible.
- The sleeping quarters must allow a minimum of four feet walking aisle down the center once single beds are placed as indicated on the Floorplan.
- Convert existing washer/dryer area into a supply/storage area with electricity and lights.
- Install washer/dryer hook-ups and a mop sink in the bay area under or near the stairs in locations to be approved by the City.
- Building will require 300 amps, 3 phase electrical system.
- Duplex electrical outlet at each nightstand in the sleeping quarters
- Install two phone lines in the locations identified on the Floorplan.
- Install two duplex electrical outlets and two data outlets in the locations identified on the Floorplan.
- Install cable outlet in the location identified on the Floorplan.
- Install electrical outlets for heaters in the apparatus bay in locations to be approved by the City.
- Install bay lighting.
- Install three ceiling fans in the locations identified on the Floorplan.
- Install heavy-duty ventilations system in both bathrooms and kitchen.
- Construct second-story usable storage platform above living quarters to include lighting.
- Landlord to install three bay doors with electric openers. City pays any cost that exceeds \$3,000 per door.
- Install HVAC system for living quarters
- Install stainless steel kitchen sink and hood vent over the stove area.

Exhibit C – (page 3 of 2) - *City comments and required specifications*

- Install a 48" x 36" window adjacent to the kitchen table as indicated on Floorplan.
- Connect counter around the column as indicated on the Floorplan.
- Install electrical outlets to meet code and as indicated in the final plans approved by City.

City responsibilities (outside of the building):

- City retains the right to install a flagpole (for the sole purpose of flying a flag) on or near the building at its discretion in a location approved by the Landlord.
- City retains the right to install signage on or near the building at its discretion and cost.

City responsibilities (within the building), including all cost of equipment and installation:

- Install the Pervis alerting system.
- Install the Plymovent ventilation system.
- Install lockers to be located upstairs in the storage area.
- Install EMS supply closet.
- Install two small stack unit washer/dryers, stove, refrigerator, and microwave. The City shall not use both washers at the same time and will use only laundry detergents suitable for Advantech septic systems.

EXHIBIT D

NONDISTURBANCE, ATTORNMENMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ ("Tenant"), whose address is _____, and _____ ("Lender"), whose address is _____.

WITNESSETH:

WHEREAS, _____, a South Carolina limited liability company ("Borrower"), is the owner and holder of fee simple title in and to the Leased Premises (hereafter defined); and

WHEREAS, Borrower and Tenant are parties to that certain Lease Agreement dated _____ (the "Lease"), demising certain real property and improvements constructed thereon, all as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises"); and

WHEREAS, Lender is the holder of a first mortgage, security agreement and assignment of leases executed by Borrower to Lender and encumbering the Leased Premises and recorded in the RMC Office for Charleston County, South Carolina in Book _____, page _____ (the "Mortgage"), which Mortgage secured indebtedness owing from Borrower to Lender as evidenced by that certain Promissory Note dated as of _____.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, Tenant and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. Provided Tenant is not in default in the payment of rent or other sums payable by Tenant under the terms of the Lease or under any other provision of the Lease:

(a) The rights of Tenant to the under the Lease shall not be affected or disturbed by Lender in the exercise of any of its rights and remedies under the Note, the Mortgage, or any related instrument; and

(b) In the event Lender obtains title to the Leased Premises through foreclosure or deed in lieu of foreclosure under the Mortgage, Tenant agrees to continue occupancy of the Leased Premises under the same terms and conditions of

the Lease and will attorn to the Lender, its successors or assigns, to the same extent and with the same force as if Lender were the landlord under the Lease.

2. Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of Borrower under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Lender were named therein as Lessor. Lender shall not, by virtue of this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Lender shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has obtained title to the Leased Premises.

3. Tenant shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment, and Lender shall not be bound by and shall be entitled to recover from Tenant, as rent under the Lease, any payment of rent or additional rent made by Tenant to Borrower for more than one month in advance.

4. Subject to the terms of this Agreement, the Lease and Tenant's leasehold estate created thereby, including all rights and options to purchase the Leased Premises, if any, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

5. Tenant represents and warrants to Lender that the Lease constitutes the entire agreement between Borrower and Tenant and has not been further modified or amended, that the Leased Premises are currently in satisfactory condition, that Borrower is not currently in default under the Lease, and that Tenant has no defenses, offsets, credits or counterclaims to its obligations under the Lease.

6. This Agreement shall inure to the benefit of and shall be binding upon Tenant and Lender, and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Lender, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement may not be modified except in writing by all of the parties hereto. This Agreement shall be governed by and construed according to the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

WITNESSES:

TENANT:

(CORPORATE SEAL)

By:
Its: _____

LENDER:

(CORPORATE SEAL)

By:
Its: _____

Mail after recording to:
Haynsworth Sinkler Boyd, P.A.
PO Box 340
Charleston, SC 29402-0340

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THIS MEMORANDUM OF LEASE AND RIGHT OF FIRST REFUSAL (this "*Memorandum*") is made and entered into effective as of _____ by and between 1906, LLC ("*Landlord*"), and CITY OF CHARLESTON, SOUTH CAROLINA ("*Tenant*").

1. Pursuant to that certain Lease Agreement by and between Tenant and Landlord dated _____, (the "***Lease***"), Tenant leased the real property and improvements thereon located in Charleston County, South Carolina and described in **Exhibit A** attached hereto and incorporated herein by reference (the "***Premises***") which Lease is hereby incorporated by reference.
2. Subject to certain terms of the Lease, the initial term of the Lease shall expire no later than _____, unless terminated or extended as provided in the Lease. Tenant is entitled under the Lease to three (3) successive option periods of one (1) year, with the extension term to begin on the expiration of the current term or any extension term.
3. The address of Landlord is: P. O. Box 249, Huger, SC 29450
4. The address of Tenant is: P.O. Box 304, Charleston, SC 29401
5. So long as the Lease is in full force and effect Tenant shall have the right of first refusal ("***Right of First Refusal***") as to any sale or conveyance of the Premises, as more particularly stated in the Lease.
6. This Memorandum has been entered into by Landlord and Tenant for purposes of recordation in the appropriate real estate records of Charleston County, South Carolina to provide notice to third parties of the Lease and Right of First Refusal and nothing contained herein shall be deemed or construed to amend, modify,

change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control. Any capitalized term not defined in this Memorandum shall have the meaning assigned to that term in the Lease. This Memorandum (and the Lease and rights thereunder) shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

7. This Memorandum shall terminate automatically upon the expiration or earlier termination of the Lease and Landlord shall have the right to record a termination of this Memorandum without Tenant's consent or signature upon the expiration or earlier termination of the Lease.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum effective as of the date first above written.

WITNESSES:

LANDLORD:

Witness#1: _____
(Print Name)

By:
Name:
Title:

Witness #2: _____
(Print Name)
(Notary can sign as Witness #2)

STATE OF _____

COUNTY OF _____

I, _____, Notary Public, do hereby certify that
_____, as _____ of 1906, LLC,
personally appeared before me this day and acknowledged the due execution of the
foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this the _____ day of _____, 20____.

Print Name: _____

Notary Public for _____

My commission expires: _____

[Affix seal above]

[Signatures Continue on Following Page]

WITNESSES:

TENANT:

CITY OF CHARLESTON, SOUTH CAROLINA

Witness#1: _____
(Print Name)

Witness #2: _____
(Print Name)

By:
Name:
Title:

(Notary can sign as Witness #2)

STATE OF _____

COUNTY OF _____

I, _____, Notary Public, do hereby certify that
_____, as _____ of 1906, LLC,
personally appeared before me this day and acknowledged the due execution of the
foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this the _____ day of _____, 20____.

Print Name: _____
Notary Public for _____
My commission expires: _____

[Affix seal above]

b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: February 8, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 WestEdge, a portion of 180 Lockwood

TMS: A portion of 460-00-00-013

ACTION REQUEST: Approval of the Resolution allowing adjustments be made by the Mayor in consult with Corporation Counsel, to allow more time to finalize the City's building plan review and approval process and adjust the closing date if such adjustments are deemed necessary to protect the City's interest.

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u>Fergus J. Conwell</u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved? Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: February 8, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 WestEdge, a portion of 180 Lockwood

TMS: A portion of 460-00-00-013

ACTION REQUEST: Approval of the Resolution allowing adjustments be made by the Mayor in consult with Corporation Counsel, to allow more time to finalize the City's building plan review and approval process and adjust the closing date if such adjustments are deemed necessary to protect the City's interest.

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☐ **OTHER**
Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

☐ **PERMANENT**
Terms: _____

☐ **TEMPORARY**

COMMERCIAL REAL ESTATE FORM



LEASE

Lessor: _____ Lessee: _____



INITIAL

Terms: _____



RENEWAL

Terms: _____



AMENDMENT

Terms: _____



Improvement of Property

Owner: City of Charleston

Terms: Resolution to authorize extension of building plan approvals and closing dates if deemed necessary to protect the City's interest.

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: _____

Signature: Colleen Carducci

Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).



RESOLUTION

WHEREAS, on December 15, 2015, the City of Charleston ("City"), as Seller, and 99 West Edge Developer, LLC ("Developer"), as Purchaser, entered into an Agreement for the Purchase and Sale of Real Property pertaining to a portion of a parcel of land owned by the City bearing Charleston County Tax Map No. 460-00-00-013 (the "Agreement"); and

WHEREAS, pursuant to a Resolution of this Council duly executed on January 26, 2016, and pursuant to letters of the Mayor issued in accordance therewith, the closing under the Agreement ("Closing") is presently required to take place on or before March 15, 2016; and

WHEREAS, as a condition precedent to Closing (the "Plan Approval Contingency"), Developer and City, acting in concert with the City's designated "City Project Manager," must agree to the plans for the parking garage and related improvements that will be constructed as contemplated in the Agreement (the "Plans"); and

WHEREAS, while the parties have been working and continue to work closely together, for logistical reasons, it is likely, but uncertain that the full revision and approval process for the Plans can be completed prior to March 15, 2016; and

WHEREAS, in order to address logistical and timing concerns that may arise as the Closing and final Plan approval process unfold in the coming days, City Council deems it appropriate and in the public interest to grant the Mayor, in consultation with City staff and the City legal department, flexibility to adjust technical and timing requirements, including entry into Closing agreements, extensions, modifications, and other instruments relating to the Agreement, as the Mayor, City staff and the City's legal department determine to be reasonable and necessary to ensure the Plans are approved by the City in reasonable due course and to protect the City's public interest in the project's completion in accordance therewith.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Charleston that the Mayor be, and hereby is, granted, consultation with City staff and the City legal department, flexibility to adjust technical and timing requirements, including entry into Closing agreements, extensions, modifications, and other instruments relating to the Agreement, as the Mayor, City staff and the City's legal department determine to be reasonable and necessary to ensure the Plans are approved by the City in reasonable due course and to protect the City's public interest in the project's completion in accordance therewith.

DONE THIS _____ DAY OF _____, 2016.

John J. Tecklenburg, Mayor

ATTEST:

Clerk of Council

C.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: March 8, 2016
FROM: Colleen Carducci DEPT: BFRC
ADDRESS: Freedom Park, Barfield Street
TMS: 275-00-00-199

Action Request: Request approval to transfer the sanitary sewer system located at Freedom Park to the Commissioners of Public Works of the City of Charleston

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input checked="" type="checkbox"/>
Legal Department	<u>James P. Cantwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Jmy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved?* Yes ☐ No ☐

If approved, provide the following: Dept/Div. 051424 Acct: 52100

Balance in Account \$10,500.00 Amount needed for this item \$8,004.15

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: March 8, 2016
FROM: Colleen Carducci DEPT: BFRC
ADDRESS: Freedom Park, Barfield Street
TMS: 275-00-00-199

ACTION REQUEST: Request approval to transfer the sanitary sewer system installed at Freedom Park to the Commissioners of Public Works of the City of Charleston

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Transferred By: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☐ **OTHER**
Terms: _____

☒ **EASEMENT** Grantor (Property Owner) City of Charleston Grantee Commissioners of Public Works

☒ **PERMANENT** Transfer of the Sanitary Sewer System installed at Freedom Park to the Commissioners of Public Works (CPW). The City will pay the Wastewater Service Impact Fee in the amount of \$4,851.00. CPW will inspect and maintain the system.

☐ **TEMPORARY**
Terms: _____

COMMERCIAL REAL ESTATE FORM

☐

LEASE

Lessor: _____ Lessee: _____

☐

INITIAL

Terms: _____

☐

RENEWAL

Terms: _____

☐

AMENDMENT

Terms: _____

☒

Improvement of Property

Owner: City of Charleston

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: _____

Signature: Colleen Carducci

Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ by and between City of Charleston, a municipal corporation of the State of South Carolina, hereinafter sometimes referred to as the "APPLICANT", as the Party of the First Part, and the **COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA**, a statutory corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter sometimes referred to as the "COMMISSION", as the Party of the Second Part;

WITNESSETH:

WHEREAS, the Applicant owns a tract of land located on Barfield Street, City of Charleston, Berkeley County, South Carolina, which is further identified as Tax Map Parcel **2750000199**, and known as **Freedom Park**; and

WHEREAS, the Applicant has installed the following described sewer improvements at Freedom Park (the "Sanitary Sewer System") and desires to enter into an Agreement with the Commission for the transfer of the Sanitary Sewer System to the Commission, to wit:

All pipes, plumbing equipment, meters, gauges, etc. associated with the sanitary sewer system installed at the Applicant's expense within those areas designated as rights-of-way for any street, and/or easements on the site drawings "Freedom Park in Berkeley County, South Carolina", by ADC Engineering plans with a final revision date of 11/16/2015, and all other installed sanitary sewer system components installed subsequent to the date of said plan, through this date, hereinafter referred to as the "**Plans**" or "Sewer System".

WHEREAS, the Commission is authorized by statutes, rules, regulations and policies to provide sanitary sewer service for public and private use within the Corporate limits of the City of Charleston, Berkeley County, South Carolina, or other areas wherein the Commission is authorized to provide sanitary sewer service, and is willing to provide sanitary sewer service to the aforesaid area and premises upon the terms and conditions hereinafter mentioned.

NOW THEREFORE, in consideration of the above recited premises and of the mutual covenants and agreements hereinafter contained, and of the mutual benefits and advantages reciprocally to be derived, the parties hereto have covenanted and agreed one with the other as follows:

1. The Applicant grants and conveys to the Commission, insofar as it lies within its power to do so, the right of ownership and maintenance of the Sanitary Sewer System herein

provided for within the legal width of the said streets, avenues, drives, roads, easements, and sidewalk areas contiguous thereto as delineated on the Plans

Applicant agrees that any required paving done at the Applicant's request in the streets, avenues, drives and roads shall, whenever possible, not extend over the Sanitary Sewer System, except at the intersection of streets.

Applicant agrees that in the event a subsequent change is made in the alignment or grade of the streets, avenues, drives, roads, sidewalk areas, grass areas within the rights-of-way or Commission easement, or lot line adjustments are made by the Applicant within five (5) years after the Commission's final acceptance of the Sanitary Sewer System, the Applicant will pay to the Commission the full cost of all required adjustments of the Sanitary Sewer System and services thereto conform with any such change.

The Applicant agrees that all design and construction work will be performed in accordance with the Commission's published Minimum Standards for the Construction of Sanitary Sewer Systems latest revision (**hereinafter referred to as "Standards"**). Applicant agrees not to commence construction of the work prior to receiving the Commission's final approval of the Plans.

By executing this agreement the Applicant agrees to allow the Commission's personnel access to the Applicant's property for the purpose of inspection and maintenance of the Sanitary Sewer System, to advise the Commission in writing one week in advance of the start of construction of the work, and to provide copies of all applications and permits granted by applicable regulatory agencies. The Commission, in return, agrees to allow the Applicant to tie the proposed Sanitary Sewer System into the Commission's existing sanitary sewer system.

The Applicant, as part of this agreement, agrees to provide to the Commission prior to the Commission's final acceptance of the construction of the work:

- (A) "As-constructed" drawings of the Sanitary Sewer System prepared by a registered engineer in accordance with acceptable engineering practice and the Commission's **Standards**.

In the event that said "as-constructed" drawings prove in the course of time to be inaccurate, the Applicant agrees to have a registered engineer make all necessary corrections to the drawings within 30 days of notification by the Commission; and in the event that said corrections are not made, the Applicant shall consent of the Commission, at its sole discretion, suspending issuance of all additional sewer service connections until such time as the drawings are corrected.

- (B) Plats, deed, and right-of-way agreements as may be necessary/or requested by the Commission.

- (C) Engineer's certification of completion and acceptance of the work. This certification shall state that the work has been installed in accordance with the engineer's "As-Constructed" plans and specifications and the Commission's Standards.
- (D) All test results and operation and maintenance manuals applicable to the system installed in accordance with the Commission's Standards.
- (E) A certified video record in DVD format of all sewer mains and laterals.
- (F) A letter stating the quantity and value of the Sanitary Sewer System being deeded to the Commission.
- (G) Certified release of liens from the contractor(s) performing the work.
- (H) The Applicant, upon endorsement of this agreement, agrees to guarantee all the mains, services, and appurtenances, and correct any/all deficiencies of the system covered within this agreement for a period of two (2) years from the date of acceptance of the system by the Commission. The Applicant hereby further agrees to correct any deficiencies found during this period within thirty (30) days of notification by the Commission.

The Commission will make inspections of the wastewater system during the warranty period. For the purpose making said inspections, the Applicant further covenants and agrees to pay the Commission, at the time of project closeout and before final acceptance of the system by the Commission, the cost of a wastewater system warranty inspection fee. This total warranty inspection fee will be based on the certifying engineer's description of the project linear footage as described on the Project Questionnaire. The wastewater system warranty inspection fee will be charged at \$2.00 per linear foot of gravity wastewater main and \$0.50 per linear foot of wastewater force main, the cost of which may be changed from time to time to current pricing conditions. Awareness of the wastewater system warranty inspection fee is acknowledged by the Applicant's execution of this Agreement.

It is understood the purpose of the wastewater system warranty inspection fee is to defray the Commission's costs associated with the two-year warranty inspection of the wastewater collection system covered within this agreement.

It is understood the Applicant is liable for any/all corrections of system deficiencies for a period of two (2) years from the date of acceptance of the system by the Commission. The Commission will notify the Applicant by certified letter if such corrections are necessary. In the event the Applicant defaults on the obligation to make warranted corrections to the wastewater system within thirty (30) days of notification from the Commission, the Commission will proceed to correct any/all system deficiencies and notify the Applicant. All costs incurred by the Commission for correction of system deficiencies shall be collected from the Applicant.

It is understood the Applicant is liable for any/all corrections of system deficiencies for a period of two (2) years from the date of acceptance of the system by the Commission. The Commission will notify the Applicant by certified letter if such corrections are necessary. In

the event the Applicant defaults on the obligation to make warranted corrections to the wastewater system within thirty (30) days of notification from the Commission, the Commission will correct any/all system deficiencies and bill the Applicant for said corrections.

The Applicant further agrees that the above items A through H will be submitted to the Commission all at the same point in time and in one complete package. Incomplete packages or items submitted to the Commission separately will be returned to the Applicant's Engineer or Applicant. All submittals shall be on the standard documents provided in the Minimum Standards for Construction. Improper or incorrect submittals may delay receipt of a Department of Health and Environmental Control Permit to Operate.

It is agreed that the Commission, for the purpose of supplying the sewer service to the areas and units concerned, will be paid by the Applicant, at or before the execution of this agreement, a Wastewater Service Impact Fee. It is understood the purpose of the Wastewater Service Impact Fee is to assist the Commission in paying the cost associated with expansion of major components of the wastewater collection and treatment system.

Applicant agrees that the total Wastewater Service Impact Fee amount of Four Thousand Eight Hundred Fifty One Dollars (\$4,851.00) for One and Sixty Five One Hundredths (1.65) Equivalent Residential Units (ERUs), is an accurate description of the total Wastewater Service Impact Fees due for the project. This total Impact Fee amount is inclusive of the total Engineering Services Fee component.

Any alterations and/or additions to the number of equivalent units assessed within this Agreement, occurring prior to the Commission's final acceptance of the sewer system, will subject the Applicant to payment of additional impact fees to be assessed at the Commission's Wastewater Impact Fee Rates assessed within this Agreement. Any alterations and/or additions to the Agreement, occurring after the Commission's final acceptance of the sewer system, will result in the property being subject to additional impact fees which will be assessed at the Commission's prevailing Wastewater Impact Fee Rates at the time of sewer service application.

The payment of impact fees is the Commission's method by which to recover Capital costs associated with the upgrade and extension of the Commission's trunk mains, treatment plant facilities, etc., and in no way constitutes costs attributed to the installation of wastewater taps, service piping, or building connections. Each customer who wishes to obtain service from the mains being extended under this contract must pay a Commission tap fee over and above the impact fees paid before being provided wastewater service.

It is agreed that the Applicant shall not begin construction until said impact fees are acknowledged. In addition, the Applicant will be responsible for the cost of construction of said main(s) and appurtenances to the existing main(s) of the Commission.

2. It is agreed that the Commission, for the purpose of supplying sanitary sewer system to the lots herein concerned, or to any other realty or territory, shall and does have the unqualified right of extending the sanitary sewer collection system, laid under this Agreement, to connect and/or make additional taps thereto, replace, duplicate, or enlarge the same, without in any way impairing the validity of this Agreement.
3. It is expressly covenanted that the aforesaid Sanitary Sewer System, constructed, laid, furnished, or used in connection with any matter covered by this Agreement, and of whatsoever kind and nature as herein concerned, shall become vested in and remain the property of the Commission, its successors and assigns forever; and the entire Sanitary Sewer System is to be installed in accordance with the provisions of this Agreement, including any and all mains, service laterals, manholes, pump stations, force mains, appurtenances of whatsoever kind and nature as herein concerned, to be constructed, laid, furnished, or used in connection with any other matter covered by these Presents; provided, however, it is agreed that the Commission shall keep the same in repair and maintain the same without any charge or cost to the Applicant except as noted otherwise.
4. All construction will be in accordance with the approved plans, specifications, and the Commission's **Standards**. **It is further covenanted that in order for a water distribution or wastewater collection system to be accepted by the Commission, a Commission approved contractor must construct the facilities. The Applicant and/or his engineer will provide a construction inspector for the project. The Commission also reserves the right to assign its own project inspector. Where the quality of work warrants increased levels of inspection, the Applicant will be responsible to pay fees associated with increased levels of inspection.**

The Commission maintains a list of approved contractors based solely on experience and workmanship on wastewater utility projects. Though the Applicant must use a contractor from this approved list, it is incumbent upon the Applicant to fully investigate and satisfy themselves as to the approved contractors' financial status, safety record, insurance status, business/ethical practices or any other area the Applicant deems necessary. The Commission does not warrant or guarantee, in any way, contractors on the approved list.

5. All of these terms covenants, conditions, and provisions herein assumed or undertaken by the parties to this Agreement shall be binding upon their respective heirs, executors, administrators, successors and assigns, and all benefits and advantages herein provided for either of the said parties shall accrue to their heirs, executors, administrators, successors and assigns.

THE PARTIES HERETO have executed these Presents in duplicate counterpart and mutually and reciprocally delivered the same, all as of the date and year first above written.

WITNESS

CITY OF CHARLESTON,
SOUTHCAROLINA

By: _____

Its: _____

COMMISSIONERS OF PUBLIC
WORKS OF THE CITY OF
CHARLESTON, SOUTH
CAROLINA

By: _____

F.K. Hill, Jr., P.E.

Its: Chief Executive Officer

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

This instrument was acknowledged before me by City of Charleston, South Carolina, this
____ day of _____, _____.

WITNESSES FOR APPLICANT

City of Charleston, South Carolina

By: _____
Title: _____

Sworn to before me this _____
day of _____, _____.

_____(SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

**COMMISSIONERS OF PUBLIC WORKS
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

This instrument was acknowledged before me by F. K. Hill, Jr., PE, as Chief Executive Officer of the Commissioners of Public Works of the City of Charleston, South Carolina, this _____ day of _____, _____.

WITNESSES FOR THE COMMISSION:

By: _____
F. K. Hill Jr., PE, Chief Executive Officer

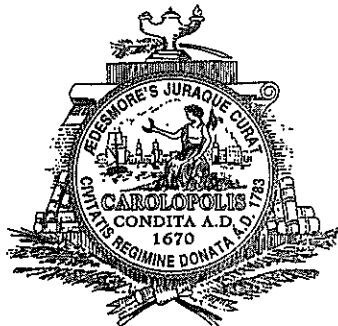
Sworn to before me this _____
day of _____, _____.

_____(SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

d(i)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS COOPER JUDGE LANE (3.74 ACRES) (TMS# 427-00-00-078; 427-00-00-079), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 6.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 6 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Cooper Judge Lane, (3.74 acres) is identified by the Charleston County Assessors Office as TMS# 427-00-00-078, 427-00-00-079 (see attached map) and includes property shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2016, in the _____ Year of the Independence of the
United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: Cooper Judge Lane

Presented to Council: 3/8/2016

Status: Received Signed Petition

Owner Names: Rosalind Joachim aka Rosalind Judge

Year Built: NA

Parcel ID: 4270000078
4270000079

Number of Units: 0

Number of Persons: 0

Race: African-American

Acreage: 3.74

Mailing Address: 115 Saint Margaret St
Charleston, SC 29403

Current Land Use: Vacant

Current Zoning: S-3

Requested Zoning: SR-1

City Area: James Island

Recommended Zoning: RR-1

Subdivision:

Appraised Value: \$238,200.00

Council District: 6

Assessed Value: \$14,300.00

Within UGB: No

Stormwater Fees: 0.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 7
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is an undeveloped site adjacent to the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately 1.88 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS#

44 4270000078
(Address: COOPER JUDGE LN).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 12 day of
February 2016

FREEHOLDERS (OWNERS) SIGNED

Rosalind Joachim
(Signature)

Rosalind Joachim
(Print Name)

DATE OF SIGNATURE

February 12-2016
(Date)

(Signature)

(Print Name)

(Date)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately 1.96 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 4270000079
(Address: Cooper Judge Ln).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 12 day of
February, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Rosalind Judge J.
(Signature)

February 12, 2016
(Date)

Rosalind Judge J.
(Print Name)

(Signature)

(Date)

(Print Name)

City of Charleston Annexation Map

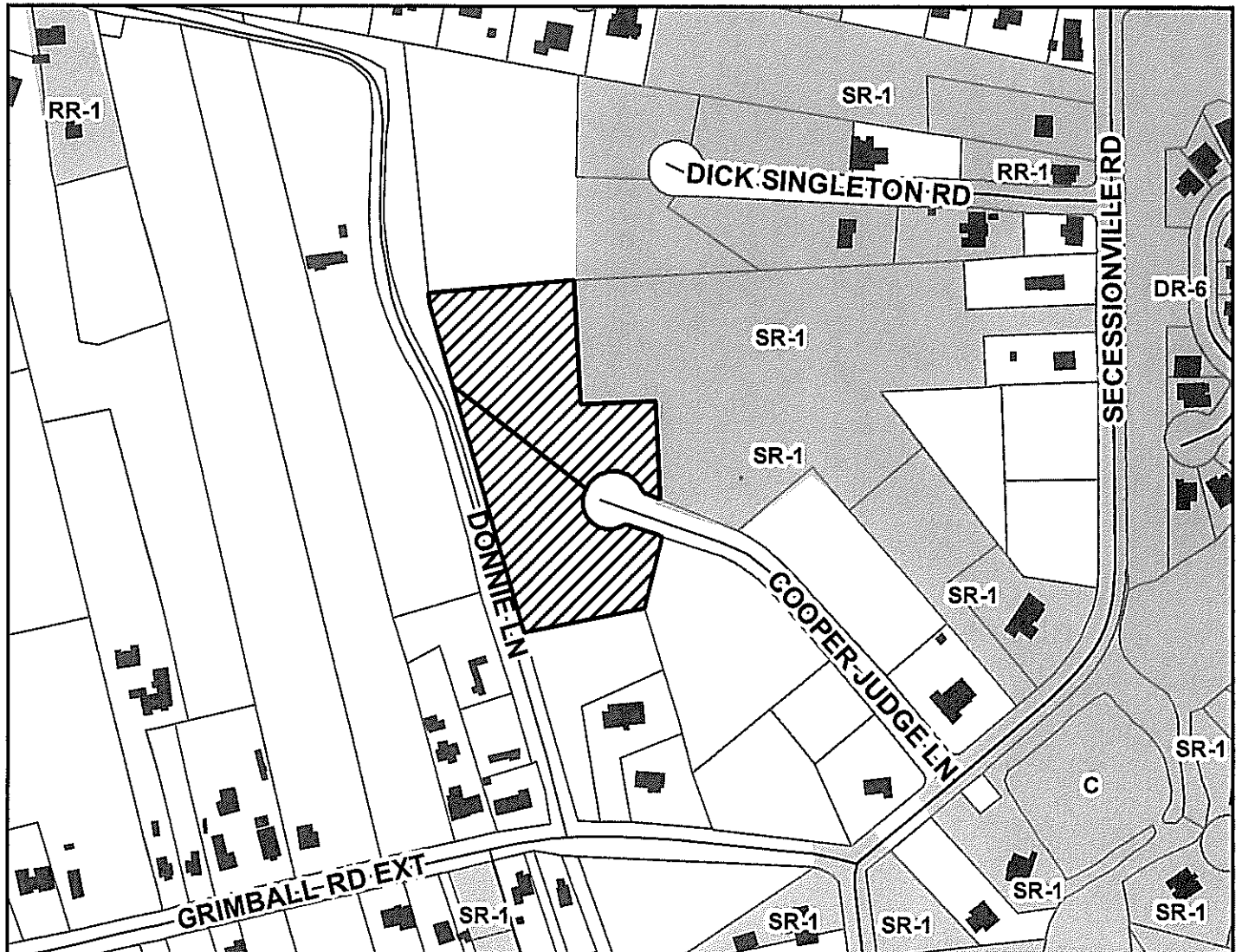
Parcel Address:
Cooper Judge Lane

TMS #:
4270000078 & 079

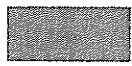
Acreage: 3.74

City Council District: 6

James Island



Subject Property



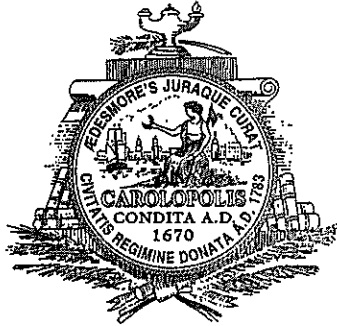
Corporate Limits
City of Charleston



Water



d(ii)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 115 CARRIAGE HILL PLACE (0.18 ACRE) (TMS# 269-01-05-159), CAINHOY, BERKELEY COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 1.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 1 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 115 Carriage Hill Place, (0.18 acre) is identified by the Berkeley County Assessors Office as TMS# 269-01-05-159 (see attached map) and includes property shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2016, in the _____ Year of the Independence of the
United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 115 Carriage Hill Place

Presented to Council: 3/8/2016

Status: Received Signed Petition

Owner Names: Jonathan and Candace Crompton

Year Built: 2014

Parcel ID: 2690105159

Number of Units: 1

Number of Persons: 3

Race: Caucasian

Acreage: 0.18

Mailing Address: 115 Carriage Hill Pl

Current Land Use: Residential

Address: Charleston, SC 29492

Current Zoning: R-2

Requested Zoning: SR-6

City Area: Cainhoy

Recommended Zoning: SR-6

Subdivision: Nelliefield

Appraised Value: \$316,700.00

Council District: 1

Assessed Value: \$12,670.00

Within UGB: Yes

Stormwater Fees: 0.00

Police	Located in existng service area - Team 5
Fire	Located in existing service area - Station 20
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	none
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in the Cainho area of Berkeley County (approximately .18 acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Number: TMS# 269-01-05-159
(Address: 115 Carriage Hill Place Charleston, SC 29492).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 17th day of
February, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

[Signature]
(Signature)

2-17-16
(Date)

Jonathan Crompton
(Print Name)

CB Crompton
(Signature)

2/17/16
(Date)

Candace B. Crompton
(Print Name)

City of Charleston Annexation Map

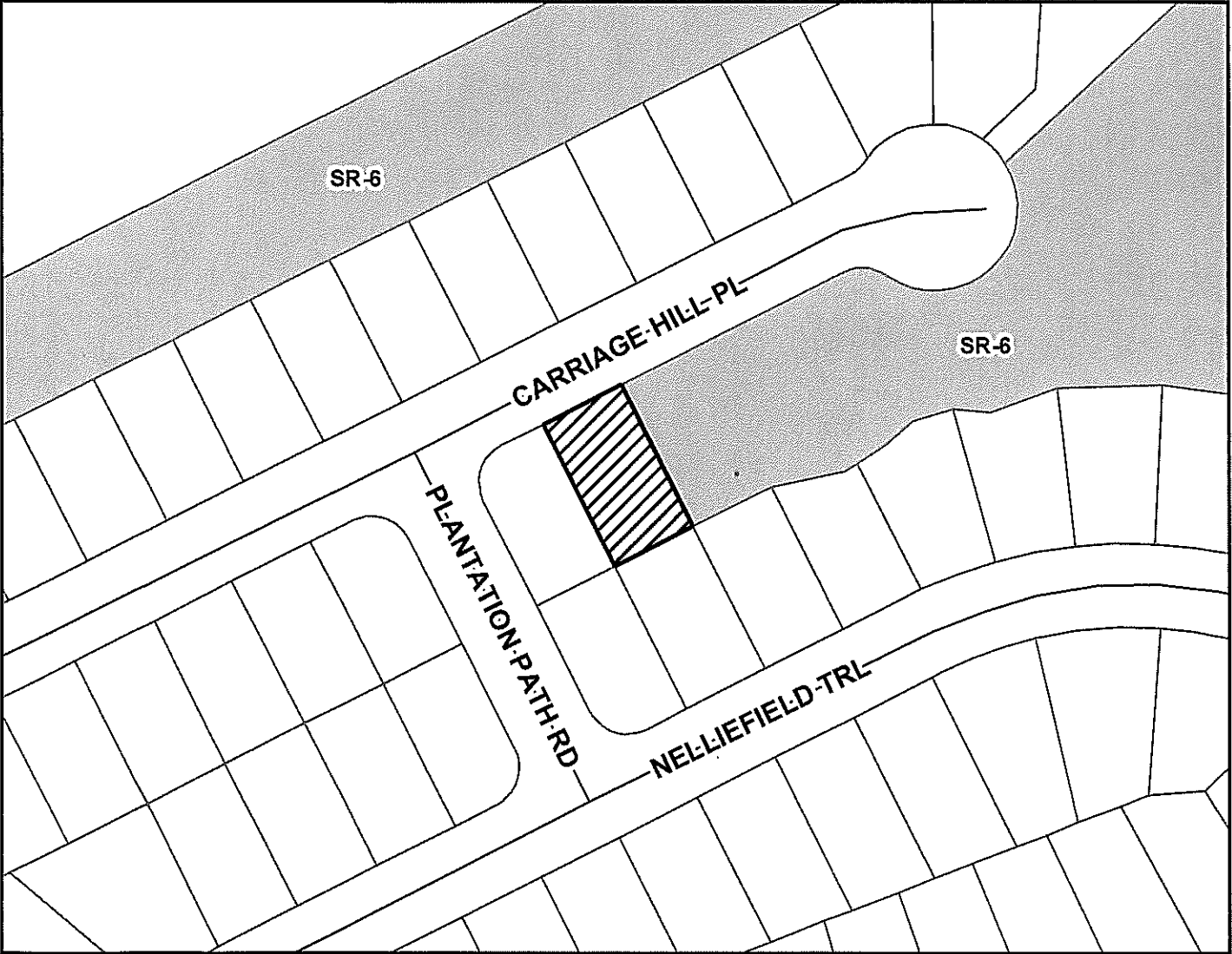
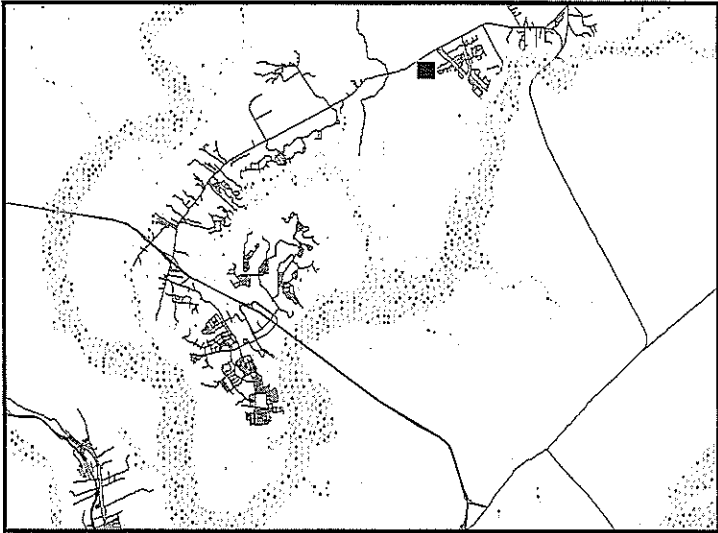
Parcel Address:
115 Carriage Hill Place

TMS #:
2690105159

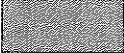
Acreage: 0.18

City Council District: 1

Cainhoy



Subject Property



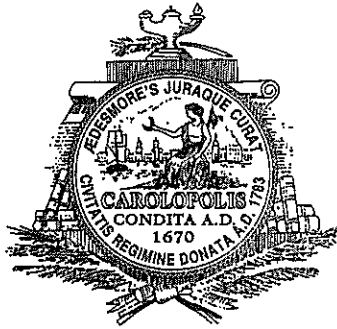
Corporate Limits
City of Charleston



Water



d(iii)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2476 FLAMINGO DRIVE (0.25 ACRE) (TMS# 310-02-00-126), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 2 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2476 Flamingo Drive, (0.25 acre) is identified by the Charleston County Assessors Office as TMS# 310-02-00-126, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2016, in the _____ Year of the Independence of the
United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 2476 Flamingo Drive

Presented to Council: 3/8/2016

Status: Received Signed Petition

Owner Names: Jason and Amanda Dolinski

Year Built: 1971

Parcel ID: 3100200126

Number of Units: 1

Number of Persons: 8

Race: Caucasian

Acreage: 0.25

Mailing Address: 2476 Flamingo Dr

Current Land Use: Residential

Address: Charleston, SC 29414

Current Zoning: R-4

Requested Zoning: SR-1

City Area: West Ashley

Recommended Zoning: SR-1

Subdivision: Long Branch

Appraised Value: \$189,000.00

Council District: 2

Assessed Value: \$7,560.00

Within UGB: Yes

Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 11
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.25 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 310-02-00-126 (2476 Flamingo Drive).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 23rd day of
February, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE


(Signature)

2/23/16
(Date)

Jason Dolinski
(Print Name)


(Signature)

2/23/16
(Date)

Amanda Dolinski
(Print Name)

City of Charleston Annexation Map

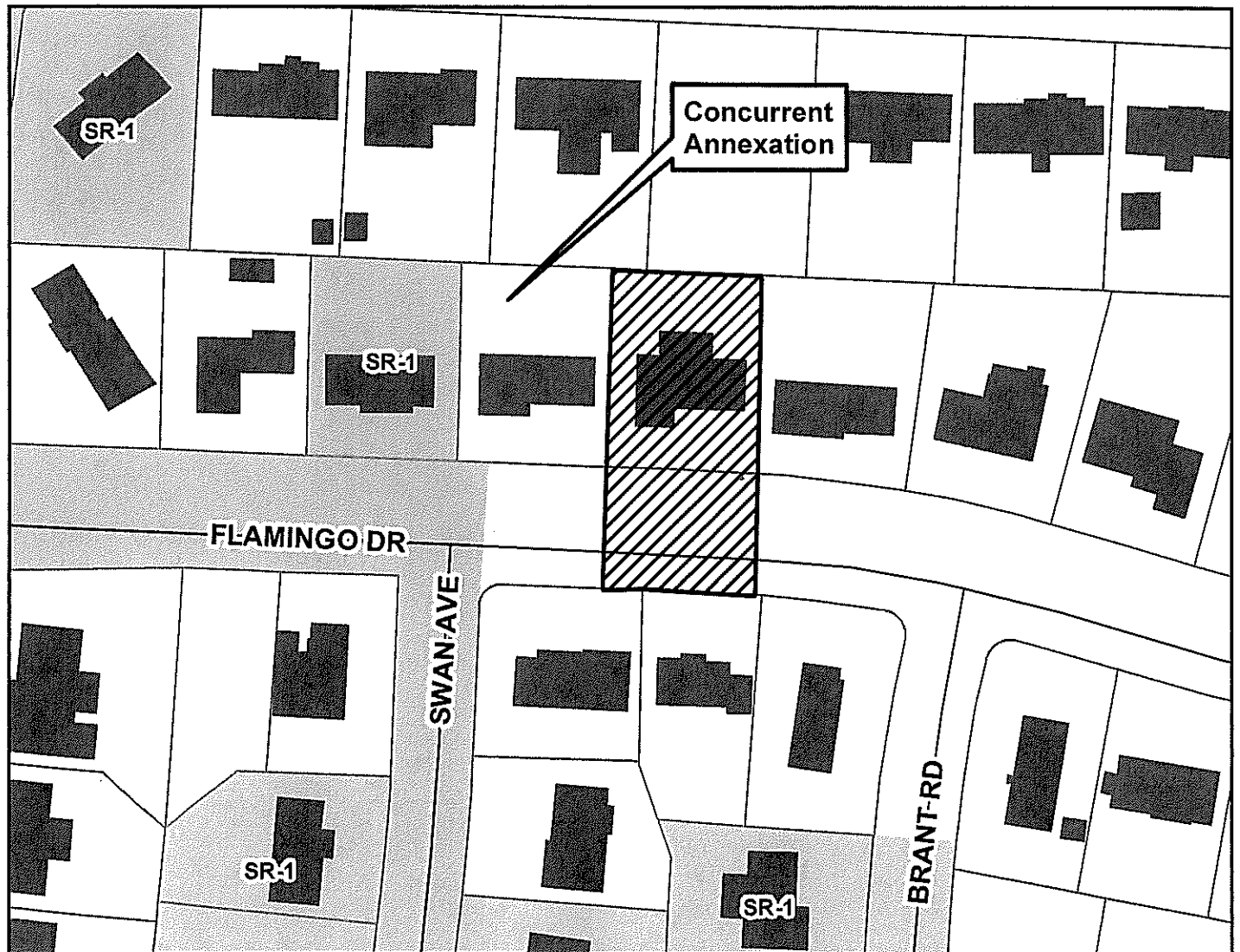
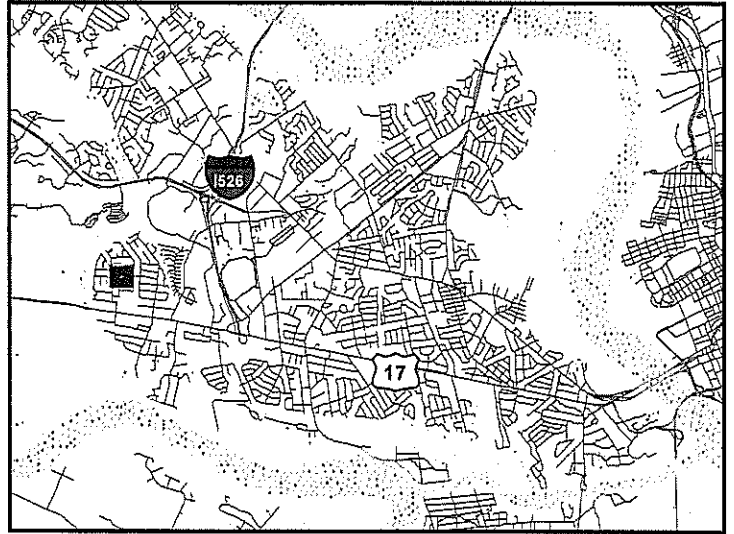
Parcel Address:
2476 Flamingo Dr

TMS #:
3100200126

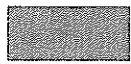
Acreage: 0.25

City Council District: 2

West Ashley



Subject Property



Corporate Limits
City of Charleston



Water



d (iv)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2482 FLAMINGO DRIVE (0.25 ACRE) (TMS# 310-02-00-127), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 2 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2482 Flamingo Drive, (0.25 acre) is identified by the Charleston County Assessors Office as TMS# 310-02-00-127, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
2016, in the _____ Year of the Independence of the
United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 2482 Flamingo Drive

Presented to Council: 3/8/2016

Status: Received Signed Petition

Owner Names: Reginald and Lisa Worth

Year Built: 1972

Parcel ID: 3100200127

Number of Units: 1

Number of Persons: 2

Race: Caucasian

Acreage: 0.25

Mailing Address: 2482 Flamingo Dr

Current Land Use: Residential

Address: Charleston, SC 29414

Current Zoning: R-4

Requested Zoning: SR-1

City Area: West Ashley

Recommended Zoning: SR-1

Subdivision: Long Branch

Appraised Value: \$198,000.00

Council District: 2

Assessed Value: \$7,920.00

Within UGB: Yes

Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 11
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

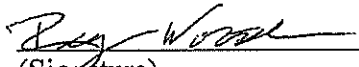
SAID PROPERTY, located in West Ashley (approximately 0.25 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 310-02-00-127 (2482 Flamingo Drive).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 24th day of
February, 2016

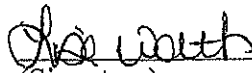
FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE


(Signature)

2/24/16
(Date)

Reginald Worth
(Print Name)


(Signature)

2/24/16
(Date)

Lisa Worth
(Print Name)

City of Charleston Annexation Map

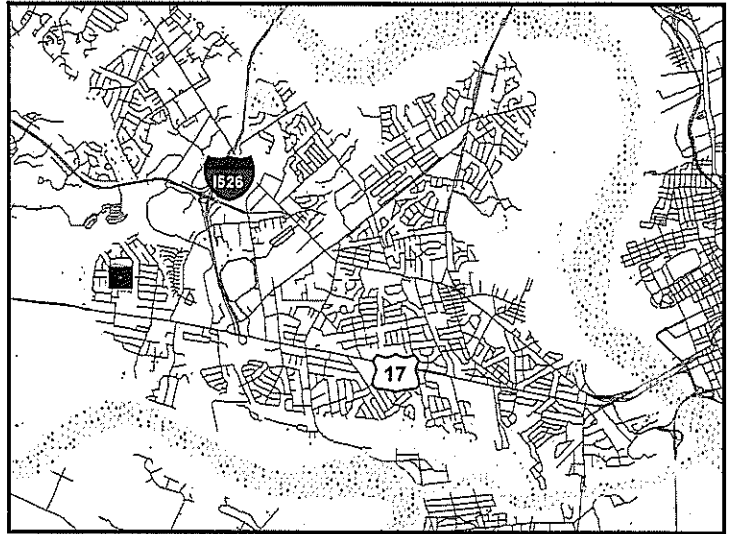
Parcel Address:
2482 Flamingo Dr

TMS #:
3100200127

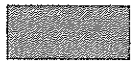
Acreage: 0.25

City Council District: 2

West Ashley



Subject Property



Corporate Limits
City of Charleston



Water

